



## VIRGINIA COMMONWEALTH UNIVERSITY PURCHASE ORDER TERMS AND CONDITIONS

1. This purchase made by Virginia Commonwealth University (VCU), a corporation and institution of higher education of the Commonwealth of Virginia, is subject to the terms and conditions of the Commonwealth of Virginia Procurement Manual for Institutions of Higher Education and their Vendors, and any revisions thereto, located at [www.vascupp.org](http://www.vascupp.org).
2. These terms and conditions shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the Commonwealth of Virginia. All disputes arising under these terms and conditions will be brought before a court of competent jurisdiction located in Richmond, Virginia. VCU does not waive its right to a trial by jury.
3. Vendor shall deliver goods or perform services strictly in accordance with documents referred to and shall not deviate in any way from terms, conditions or specifications of this purchase without the prior approval of VCU.
4. Upon receipt, VCU is entitled to inspect and test any equipment, materials, or supplies. If rejected, same shall remain the property of the vendor.
5. All prices, unless otherwise agreed to by VCU, are net F.O.B. Destination with transportation charges prepaid.
6. Purchase Order and Taxpayer Identification numbers shall be shown by vendor on all related invoices, delivery memoranda, bill of lading, packages, and correspondence. Failure to return IRS W-9 form may result in payment delays.
7. A separate invoice for this purchase order or for each shipment thereon shall be rendered immediately following shipment. All invoices shall be forwarded directly to VCU at invoice address shown.
8. State sales and use tax certificate of exemption, form ST-12, will be issued upon request, if you do not have same on file.
9. Deliveries against this order must be free of excise or transportation taxes. Excise tax exemption registration No. 54-73-0076K may be used when required.
10. In case of default by the successful vendor, or failure to deliver the goods/services ordered by the time specified, VCU, after due notice (oral or written), may procure them from other sources and hold vendor responsible for any excess cost occasioned thereby.
11. No substitution, change, or deviation shall be made without prior written approval of VCU by Purchase Order Change.
12. VCU shall pay all amounts due net thirty (30) days following receipt of a proper invoice and services rendered or goods delivered, unless otherwise agreed to by VCU.
13. If prompt payment discount is allowed, then the discount period begins on the date VCU receives a proper invoice and services rendered or goods delivered.
14. VCU does not waive its or the Commonwealth's sovereign immunity, or any other applicable requirement under Virginia law for bringing claims against VCU or the Commonwealth.
15. VCU cannot keep the price paid by VCU confidential nor can it designate the price paid by VCU as proprietary information.
16. VCU's obligations to disclose records as required by the Virginia Freedom of Information Act is not limited in any way.
17. VCU does not agree to indemnify or to hold harmless vendor or any third party for any act or



omission.

18. If vendor enters into terms of use agreements or other agreements or understandings, whether electronic, click-through, verbal or in writing, with VCU employees or other VCU end users, such agreements will be null and void, and without effect.
19. For work performed on-site, the vendor shall maintain the following insurance coverage: Worker's Compensation statutory requirements and benefits; Employer's Liability \$500,000; Commercial General Liability \$1,000,000 combined single limit; and Automobile Liability \$1,000,000 combined single limit.
20. VCU is an equal opportunity/affirmative action employer. Women, minorities and persons with disabilities are encouraged to apply.
21. Vendors providing goods to VCU under this order herewith assure VCU that they are conforming to the provisions of the Civil Rights Act of 1964 as amended, as well as the Virginia Fair Employment Contracting Act of 1975 as amended.
22. VCU does not discriminate against faith-based organizations or vendors in accordance with the Code of Virginia, § 2.2-4343.1, or any other basis prohibited by state law. VCU is committed to providing an environment that emphasizes the dignity and value of every member of its community and that is free from sexual misconduct, assault, harassment or any form of discrimination based on sex/gender.
23. If this purchase is \$10,001 or more, then during the performance of the agreement the following two provisions apply: (1) vendor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of vendor. Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Vendor, in all solicitations or advertisements for employees placed by or on behalf of vendor, will state that vendor is an equal opportunity employer.; and (2) vendor agrees to (a) provide a drug-free workplace for vendor's employees; (b) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in vendor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (c) state in all solicitations or advertisements for employees placed by or on behalf of vendor that vendor maintains a drug-free workplace; and (d) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
24. The following provisions apply to purchases made under a federal grant: [Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards](#)
25. By accepting and performing this order, the vendor agrees that the order is subject to an eVA transaction fee of 1% capped at \$500 or \$1,500 (see "eVA Billing Portal" link at [www.eva.virginia.gov](http://www.eva.virginia.gov)).
26. This purchase is subject to the availability of funding provided by the Virginia General Assembly or other applicable sources for the fulfillment of this specific purpose.
27. These terms and conditions supersede any terms and conditions offered by vendor unless the parties agree otherwise in a separate written agreement executed by both parties.